

BILL NO 266
ORDINANCE NO 266.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE VILLAGE OF WOOD HEIGHTS, RAY COUNTY, MISSOURI, TO ENTER INTO AN AGREEMENT ON BEHALF OF THE VILLAGE OF WOOD HEIGHTS, WITH THE PUBLIC WATER SUPPLY DISTRICT NO 2, PROVIDING FOR SAID DISTRICT TO SELL WATER TO WOOD HEIGHTS, AND SETTING OUT THE CONDITIONS UNDER WHICH THE SAID WATER IS TO BE PURCHASED BY WOOD HEIGHTS AND THE RATE TO BE PAID BY THE VILLAGE FOR WATER SUPPLIED BY SAID DISTRICT.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WOOD HEIGHTS, MISSOURI, AS FOLLOWS:

Section 1. That the Village of Wood Heights make and enter into an agreement with Public Water Supply District #2 whereby said District agrees to sell and the Village of Wood Heights agrees to purchase water, said contract to be in the identical form of the contract attached hereto and made a part of this Ordinance as if more fully set out at length herein.

Section 2. That the Chairman of the Board of Trustees of the Village of Wood Heights is hereby authorized and directed to execute said contract on behalf of the Village of Wood Heights, and the Village Clerk is hereby authorized and directed to attest his signature.

Section 3. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved by the Board of Trustees and Chairman of the Board this second day of Sept., 1975.

Signed,

Harry Young

Harry Young.
Chairman of the Board.

Attest:

Robert M. Bayhman
City Clerk

CONTRACT FOR SALE OF WATER

THIS CONTRACT for sale and purchase of water is hereby entered into by and between Public Water Supply District No. 2 of Ray County, Missouri, hereinafter referred to as the "District" and the City of Wood Heights a municipal corporation located within the boundaries of Ray County, Missouri but outside the boundaries of the said water district and hereinafter referred to as the "City".

WITNESSETH:

THAT WHEREAS, the district has been organized and established under the provisions of Chapter 247 of the Revised Statutes of the State of Missouri, 1969, as amended, for the purpose of constructing and operating a water supply distribution system to serve water users in an area described in plans now on file in the office of the district and the Circuit Court of Ray County, Missouri and,

WHEREAS, the city requires a supply of treated water and the district's distribution system is presently capable of supplying the same together with the present proposed customers in said district; and

WHEREAS, the city has previously entered into by ordinance a contract with the district dated on the 22nd day of January, 1969 by and through which its Board of Trustees agreed to purchase water from the said district for their needs and providing that a usage of over 1,000,000 gallons per month would terminate the said contract; and

WHEREAS, such sale of water was approved by resolution of the Board of Directors of the said district enacted on the 22nd day of February, 1969 to sell such water to the city; and

WHEREAS, said city now has for several months exceeded their maximum amount of 1,000,000 gallons per month and the contract between the said city and district is in need of revision to cover the additional usage by the said city;

NOW, THEREFORE, in consideration of the foregoing and the usual agreements hereinafter set forth, said district agrees:

1. To furnish the city at the point of delivery herein-
after specified during the term of this contract or any renewal
or extension thereof, treated water meeting the applicable purity
standards of the Missouri Division of Health in such quantity as
may be required by the city but not to exceed 2,000,000 gallons
per month.

2. Water will be furnished to the city at as reasonably
constant normal pressure as can be maintained by the district at
such points as the city and the district may agree for such to
be furnished. If a greater pressure than that normally available
at the point of delivery is required by the city, the cost of pro-
viding such greater pressure shall be born by the city. Emergency
failures of pressure or supply due to main line supply breaks, pow-
er failure, flood, fire or use of water to fight fire, earthquake
or other catastrophe shall excuse the district from this provision
for such period of time as may be necessary to restore service.

3. The district shall furnish a meter house or pit or pits
and such devices of a standard type for properly measuring the
quantity of water delivered to the said city and to calibrate
such metering equipment whenever requested by the city but not
more frequently than once every 12 months. A meter registering
not more than 2% above or below the test result shall be deemed
to be accurate. The previous readings of any meter disclosed
by test to be inaccurate shall be corrected for the six months
previous to such test in accordance with the percentage of inaccu-
racy found by such test. If any meter fails to register for any
period, the amount of water furnished during such period shall be
deemed to be the amount of water delivered in a corresponding per-
iod immediately prior to the failure of the amount used during the
same period one year before the failure, whichever shall be great-
er, unless city or district shall agree upon a different amount.
The metering equipment shall be read at such times chosen by the
said district.

4. To furnish the City Clerk or other designated official
said city at the address furnished by the said city not later

than the 10th of each month with a copy of the said bill, the district shall cause an itemized statement of the amount of water furnished the city to be mailed at such address during each following month.

5. The city shall pay to the district for all water used the following sums based upon consumption:

At each meter installed for usage by the said city, the city shall pay the sum of \$23.18 for the first 10,000 gallons of water that should go through the meter for each month and \$1.20 per 1,000 gallons for each additional 1,000 gallons used during each one month period. The amount of water used for each meter shall be calculated separately and the amounts to be billed shall be figured in accordance with this scale.

The city shall pay a connection fee to connect the system of the city in the amount of \$150 which will cover any and all costs of the district for installing metering equipment at any location which the city shall request such meters to be placed. Such amount shall not be charged for any meter which is presently in location by the said district to furnish the city and for which the district has previously been compensated by the city.

6. This contract shall extend for a period of two (2) years from the date of the signing of this agreement or whenever the usage of water by the city exceeds 2,000,000 gallons per month and shall expire immediately when the first of these two events occur and thereafter may be renewed or extended for such term or terms as shall be agreed upon by the district and the city.

7. The district shall have the right to reduce usage of the city at any time in which the water supply in the said district shall be insufficient to meet the needs of the district or which shall be at a critically low stage or when requested or ordered to by the Division of Health or the Farmers Home Administration or any other government agency for the safety and sanitary needs of the inhabitants of the district. The district will at all times operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the city with

the quantities of water as can be provided by the district.

8. This contract is subject to such rules, regulations or laws as may be applicable to similar agreements in the State of Missouri, and the district and city will collaborate in obtaining such permits, certificates, or the like as may be required from time to time to comply therewith.

9. It is understood between all parties hereto that the district is financed by two loans from the United States of America acting through the Farmers Home Administration of the United States Department of Agriculture and the provisions hereof pertaining to the undertakings of the said district are conditioned upon the terms of said loan and the dictates of the Farmers Home Administration. Similarly, any modification of the provisions of this contract, including any increase in the schedule of rates to be charged by the district required by the said Farmers Home Administration to meet its present or future obligations as may be required by the State Director of the Farmers Home Administration of Missouri will be binding and the city agrees that such increases as ordered by the said State Director shall take effect and the rates charged thereunder shall become the rates to be used under this agreement.

10. The rates to be charged under the provisions of this covenant shall take effect on and after the 1st day of July, 1975, and if the said billing for July, 1975 shall reflect the rates under the previous contract, it is understood between the parties that the August bill will contain additional charges for the additional rates not charged for the July period.

11. Any successor in name or title to either the city or the district, whether the result of legal process, assignment, reorganization, or otherwise, shall succeed to the rights and duties of both city and district as herein expressed.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies, have caused this contract to be duly executed this the 1st day of July, 1975.

James R. Lib
For the District

ATTEST: Janet Duncan
District Clerk

Harry F. Young
For the City

ATTEST: Robert M. Baughman
City Clerk